

## SECTION XVII -SETTLEMENT OF DISPUTES

17.1 Any dispute regarding the interpretation or implementation of this MOU will be settled only by consultation among the Participants.

**SECTION XVIII - AMENDMENT**

18.1. This MOU may be amended only with the mutual written consent of the Participants.

## SECTION XIX - ENTRY INTO EFFECT, DURATION, WITHDRAWAL AND TERMINATION

19.1. All activities of the Participants under this MOU will be carried out in accordance with their national laws.

19.2. Any Participant may withdraw from this MOU upon 90 days written notification of its intent to withdraw to the other Participants. Such notice will be the subject of immediate consultation by the Steering Group to decide upon the appropriate course of action to conclude the activities under this MOU. In the event of such withdrawal, the following rules apply:

19.2.1. The withdrawing Participant will continue participation, financial or otherwise, up to the effective date of withdrawal.

19.2.2. Each Participant will be responsible for its own Project-related costs associated with termination of the Project. The withdrawing Participant will take all necessary actions within its control to ensure that the MTDS Project can be continued by the remaining Participants. In particular, it will endeavour to enable them to continue any work being carried out by its national industry, if the remaining Participants so desire.

19.2.3. The withdrawing Participant will bear all additional costs arising from its withdrawal. The exact amount of the costs will be determined by the remaining Participants in consensus with the withdrawing Participant. The most economic arrangement in this respect will be sought. However, the cost to the withdrawing Participant will not exceed its total financial commitment for the MTDS Project taking into account the amounts already contributed by the withdrawing Participant.

19.2.4. All Information and rights received during the implementation of this MOU will be retained by the Participants.

19.3. The respective rights and responsibilities of the Participants regarding Section VIII (Disclosure and Use of Information), Section IX (Controlled Unclassified Information), Section XI (Third Party Sales and Transfers), Section XIII (Security), Section XIV (Project Equipment and Material Transfer), Section XVI (Liability), and this Section XIX (Entry into Effect, Duration, Withdrawal and Termination) will continue to apply notwithstanding termination or expiration of this MOU.

19.4. This MOU, which consists of nineteen (19) Sections, will enter into effect upon signature by all the Participants and will remain in effect for three years unless otherwise terminated in writing by all of the Participants. It may be extended by the unanimous written consent of the Participants.

SIGNED in seven copies in English and seven copies in French, both texts being equally authentic.

For the Department of National Defence of  
Canada

*A. Williams*

Signature

Alan Williams

Name

Assistant Deputy Minister (Materiel)

Title

23 February 2004

Date

For the Minister of Defence of  
the French Republic

Le Général de corps aérien THOUVEREZ  
major général de l'armée de l'air

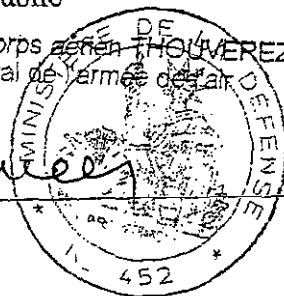
Signature

Name

Title

Date

26 FEB. 2004



For the Federal Ministry of Defence of  
the Federal Republic of Germany



Signature

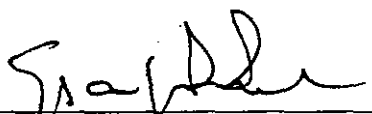
Name **Dr. Dieter Fleck**  
**Director, International**  
**Agreements & Policy**

Title

**19. Feb. 2004**

Date

For the Minister of Defence  
of the Italian Republic

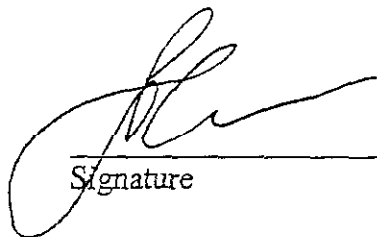
  
\_\_\_\_\_  
Signature

Giulio Andreotti  
\_\_\_\_\_  
Name

National Armaments Director  
\_\_\_\_\_  
Title

17 February 2009  
\_\_\_\_\_  
Date

For the Minister of Defence  
of The Kingdom of The Netherlands



Signature

Major General D. Starink

Name

Deputy Commander-in-Chief, Royal Netherlands Air Force

Title

20-02-'04

Date



For the Secretary of State for Defence  
of the United Kingdom  
of Great Britain and Northern Ireland

Mike Markin  
Signature

Mr Mike Markin  
Name

Science & Technology Director  
Title

4 March 2004  
Date

For the Secretary of Defense  
on behalf of the Department of Defense  
of the United States of America

BETH M. McCORMICK

Signature

BETH M. McCORMICK

Name

DIRECTOR OF POLICY

Title

27 FEB 2004

Date

## CERTIFICATION OF AUTHENTICITY

I hereby certify that, in the course of its official duties, the Armaments Cooperation Division (SAF/LAPQ), Office of the Under Secretary of the Air Force International Affairs, maintains custody of the original signed copy of the Memorandum of Understanding among the Minister of National Defence of Canada, the Minister of Defense of the French Republic, the Federal Ministry of Defence of the Federal Republic of Germany, the Minister of Defence of the Italian Republic, the Minister of Defence of the Kingdom of the Netherlands, the Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland, and the Secretary of Defense on Behalf of the Department of Defense of the United States of America Concerning the Mission Training via Distributed Simulation (MTDS) Project (Short Title 'MTDS MOU'). The attachment is a true and certified copy of the original document.



GREGORY T. BECKHAM

Deputy Chief, Armaments Cooperation Division  
Deputy Under Secretary of the Air Force  
International Affairs

20 April 2004

27 February 2004

**CERTIFICATE OF CONFORMITY**

The attached English and French versions of the Memorandum of Understanding Among the Minister of National Defence of Canada, the Minister of Defence of the French Republic, the Federal Ministry of Defence of the Federal Republic of Germany, the Minister of Defence of the Italian Republic, the Minister of Defence of the Kingdom of the Netherlands, the Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland and the Secretary of Defense on Behalf of the Department of Defense of the United States of America Concerning the Mission Training via Distributed Simulation (MTDS) Project were reviewed for compatibility.

I hereby certify that both texts are in conformity with each other and have the same meaning in all substantive respects.

  
THOMAS L. KOEPNICK  
SAF/IAPQ